

Ozlo Limited Warranty

For US customers only

PLEASE READ THIS LIMITED PRODUCT WARRANTY (USA) (“**LIMITED WARRANTY**”) CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS RELATING TO THE OZLO SLEEPBUDS AND ANY OTHER PRODUCT IDENTIFIED AS A “**PRODUCT**” IN THIS LIMITED WARRANTY THAT YOU PURCHASED FROM DROWSY DIGITAL, INC. (“**OZLO**”) OR ONE OF ITS AUTHORIZED RESELLERS OR DISTRIBUTORS (EACH, AN “**AUTHORIZED RESELLER**”) IN THE UNITED STATES.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Limited Warranty

Ozlo warrants to the original purchaser of Ozlo’s Sleepbuds (the “**Product**”) or the person receiving the Product as a gift from the original purchaser (“**you**”) that the Product will be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase by the original purchaser from Ozlo or an Authorized Reseller in the United States (the “**Warranty Period**”).

This Limited Warranty applies only against defects in Products that are discovered within the applicable Warranty Period and only so long as the remains in the possession of the original purchaser, or, for a gifted Product, the original possessor of that Product. Coverage under this Limited Warranty may not be extended or transferred to any other person.

This Limited Warranty is valid only in the jurisdictions where the Product is sold by Ozlo itself or through an Authorized Reseller, and is valid to the extent permitted by the applicable laws of such jurisdictions.

Remedies

If a defect in the Product’s hardware (a “**Product Defect**”) arises and a valid warranty claim is received by Ozlo during the Warranty Period, Ozlo, at its sole discretion and to the extent permitted by law, may either: (A) repair the Product at no charge using new or refurbished replacement parts; (B) replace the Product with a new or refurbished Product or a product that is reasonably equivalent to the Product; or (C) provide a partial or full refund of the original purchase price to you in exchange for return of the Product. Ozlo’s obligations under this Limited Warranty are your sole and exclusive remedy for any Product Defect.

You may be responsible for payment of shipping and handling charges except where prohibited by applicable law.

Any repaired or replacement Products provided under this Limited Warranty will be warranted for thirty (30) days from the date Ozlo delivers the repaired or replacement Product to you or the remainder of the original Warranty Period of the returned Product (whichever is longer), or for any additional period of time that may be applicable in your jurisdiction.

How to Obtain Warranty Service

To obtain warranty service under this Limited Warranty, you must notify Ozlo of the Product Defect within the Warranty Period by email at support@ozlosleep.com to begin your claim.

Limited Warranty Exclusions and Limitations

This Limited Warranty does not apply to, the term “Product” will not include, and specifically excludes, and Ozlo shall have no responsibility or obligations with respect to any software, even if packaged or sold with the Product or embedded in the Product (e.g., firmware and/or system software) (“**Ozlo Software**”). Please refer to the applicable licensing agreement that covers the Ozlo Software for details of your rights with respect to its use. Furthermore, this Limited Warranty does not apply to any defects or parts requiring replacement due to ordinary wear and tear (e.g., consumable parts, such as batteries, corrosion, rust or stains, or cosmetic damage, including, but not limited to, scratches, dents and broken plastic on or to the Product or any damage to the Product caused by any of the following:

- Intentional or accidental misuse, abuse, or neglect.
- Buildup of earwax or other debris in the Product nozzle
- Operating the Product outside the permitted or intended uses described by Ozlo or use of the Product not in compliance with Ozlo’s instructions or technical documentation (e.g., improper storage, inadequate maintenance, and incorrect handling).
- Use of the Product with non-Ozlo products or services or any components, parts or accessories not originally intended for or compatible with the Product.
- Modification of the Product, including without limitation, the addition of after-market software or hardware components.
- An act of God (e.g., severe weather or similar events, including lightning, flooding, tornado, earthquake, hurricane, fire), wars, acts of terrorism, contamination with hazardous substances, radiation, or water (unless warranted by Ozlo to be waterproof), as well as exposure to extreme hot or cold temperatures or high humidity, unusual electrical stress including power surges, uncontrolled voltages and currents, or excessive or deficient energy supply.
- Services performed by anyone who is not a representative of Ozlo.

Ozlo does not warrant that the operations of the Product will be uninterrupted or error-free.

No Ozlo reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms will not be affected or impaired.

DISCLAIMERS, INCLUDING OF IMPLIED WARRANTIES AND CONDITIONS

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE PROVIDED IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, REMEDIES OR CONDITIONS, WHETHER ORAL OR WRITTEN. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, OZLO DISCLAIMS ALL STATUTORY AND IMPLIED

WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. INsofar AS SUCH WARRANTIES CANNOT BE DISCLAIMED, OZLO LIMITS THE DURATION OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY, AND LIMITS THE REMEDIES UNDER SUCH WARRANTIES, TO (AT OZLO'S OPTION) THE REFUND AND REPLACEMENT REMEDIES DESCRIBED HEREIN. OZLO DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPLACE A RETURNED PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE RETURNED PRODUCT.

SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION ON LIABILITY

TO THE FULL EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY DOES NOT COVER, AND OZLO IS NOT RESPONSIBLE FOR, ANY OF THE FOLLOWING, EVEN IF OZLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY: (A) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION; OR (B) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE REPLACEMENT OF EQUIPMENT AND PROPERTY. IN ADDITION, TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL OZLO'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT. THE FOREGOING LIMITATIONS WILL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SOME JURISDICTIONS, INCLUDING SOME STATES, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Governing Law and Dispute Resolution

This Limited Warranty shall be governed by the laws of the Delaware, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

Any disputes between you and Ozlo related to this Limited Warranty or a Product will be governed by the then-current dispute resolution procedures in Ozlo's Terms of Service.

Questions

If you have any questions about this Limited Warranty, please contact support@ozlosleep.com.